

Council/Agency Meeting Held: _____	City Clerk's Signature _____
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 3/7/2005	Department ID Number: PW 05-001

## CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

**SUBMITTED TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
**SUBMITTED BY:** PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR  
**PREPARED BY:** PAUL EMERY, ACTING DIRECTOR OF PUBLIC WORKS  
**SUBJECT:** Approve Amendments to AESCO Technologies, Inc. & Harrington Geotechnical Engineering, Inc. Professional Services Agreements

RECEIVED  
 CITY CLERK  
 HUNTINGTON BEACH, CA  
 2005 FEB 24 4:11:37 PM

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)
--

**Statement of Issue:** Both of the Professional Services Agreements with AESCO Technologies, Inc. and Harrington Geotechnical Engineering, Inc. require an amendment to increase the contract amounts to cover the costs of materials testing and inspection for construction projects through the term of the agreements.

**Funding Source:** Funds are available within budgeted capital improvement projects.

**Recommended Action:** Motion to:

1. Approve Amendment Number 1 to Agreement between the City of Huntington Beach and AESCO Technologies, Inc. for on-call testing and inspection services in the amount of \$150,000; and
2. Approve Amendment Number 1 to Agreement between the City of Huntington Beach and Harrington Geotechnical Engineering, Inc. for on-call testing and inspection services in the amount of \$250,000.

**Alternative Action(s):** Do not authorize the increase to the Professional Services Agreements amount and direct staff to request proposals from other materials testing consultants to complete budgeted projects. Budgeted projects could be delayed up to six months.

E-3

## REQUEST FOR ACTION

MEETING DATE: 3/7/2005

DEPARTMENT ID NUMBER:PW 05-001

**Analysis:** The City has three-year Professional Services Agreements with AESCO Technologies and Harrington Geotechnical Engineering that will expire on June 24, 2005. In 2002, the City entered into agreements with three firms to provide on-call materials testing and inspection services. The demand for materials testing, special deputy inspection on major building projects and miscellaneous capital and utility inspection resulted in a greater use of these contract services than anticipated two years ago. The limited staff available and current workloads require Public Works to supplement staff by covering for inspection and materials testing services.

Two of these Professional Service Agreements currently have a \$350,000 limit, however the remaining expenditure authorization available for AESCO and Harrington is less than \$50,000. Authorizing an additional \$150,000 for AESCO and \$250,000 for Harrington Geotechnical would revise the agreements to \$500,000 and \$600,000 respectively, providing enough funding authorization to continue these services through the remaining term of the agreements. Although the contracts will expire in June, additional funding would ensure continued inspection for arterial highway rehabilitation, storm drain installation, private development and utilities inspection.

Staff believes it is to the City's benefit to increase our current contract funding limits and retain these qualified firms through the allowable time limits of the contract for providing materials testing and inspection services on capital projects. The alternative to using on-call materials testing and inspection contracts is the preparation of documents and requesting proposals for individual projects. Prior to the time expiration of our current contracts, the Public Works Department will send out RFP's for new proposals as required by the Municipal Code for inspection and testing services in the early spring. New contracts will be awarded prior to the expiration of these agreements.

**Public Works Commission Action:** Not required.

**Environmental Status:** Not required.

**Attachment(s):**

City Clerk's Page Number	No.	Description
3	1.	Amendment Number 1 to Professional Services Agreement with AESCO Technologies, Inc.
9	2.	Amendment Number 1 to Professional Services Agreement with Harrington Geotechnical Engineering, Inc.

E-3.2

E-3.3

**ATTACHMENT #1**

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE  
CITY OF HUNTINGTON BEACH AND  
AESCO TECHNOLOGIES, INC. FOR ON-CALL  
TESTING AND INSPECTION SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "CITY", and AESCO TECHNOLOGIES, INC., a California corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY and CONSULTANT are parties to that certain agreement, dated February 2, 2004, entitled "Professional Services Contract Between the City of Huntington Beach and AESCO Technologies for On-Call Testing and Inspection Services" which agreement shall hereinafter be referred to as the "Original Agreement," and

CITY and CONSULTANT wish to amend the Original Agreement to provide for the payment of additional compensation,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. ADDITIONAL COMPENSATION

Section 4 of the Original Agreement entitled "Compensation," is hereby amended to read as follows:

In consideration of the performance of the services described herein, City agrees to pay Consultant on a time and materials basis at the rates specified in Exhibit "B", an additional fee including all costs and expenses, not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00). The total amount of compensation is Five Hundred Thousand Dollars (\$500,000.00)

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

E-3.4

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on 12/21, 2004.

AESCO TECHNOLOGIES, INC.

By: \_\_\_\_\_

Kay Alabed  
print name

ITS: (circle one) Chairman President Vice President

By: \_\_\_\_\_

ADAM CHANAA  
print name

ITS: (circle one) Secretary Chief Financial Officer/Asst. Secretary - Treasurer

REVIEWED AND APPROVED:

P. Cullinan  
City Administrator

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney 12/21/04

INITIATED AND APPROVED:

[Signature]  
Director of Public Works

E-3.5

**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
12/28/2004

PRODUCER Dalati's Insurance, Inc.  
791 S. Brookhurst St.  
Anaheim, CA 92804  
(714) 956-2222

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED AESCO TECHNOLOGIES, INC.  
  
18548 BEACH BLVD.  
HUNTINGTON BEACH, CA 92648

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: SCOTTSDALE INSURANCE COMPANY

INSURER B: PROGRESSIVE INSURANCE

INSURER C: FARMERS INSURANCE EXCHANGE

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR NEEDED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPS0678999	11/17/2004	11/17/2005	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 25,000.00 MED EXP (Any one person) \$ 1,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	08366501-0	11/17/2004	11/17/2005	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	N01085570	4/11/2004	4/11/2005	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL INSURED AND CERTIFICATE HOLDER: CITY OF HUNTINGTON BEACH, AGENTS, OFFICERS, AND EMPLOYEES, DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION.

## CERTIFICATE HOLDER

CITY OF HUNTINGTON BEACH  
DEPARTMENT OF PUBLIC WORKS  
2000 MAIN STREET  
HUNTINGTON BEACH, CA 92640

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ADVISE BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAILING TO THE ADDRESS OF THE CERTIFICATE HOLDER, BY MAILING TO THE ADDRESS OF THE CERTIFICATE HOLDER, BY MAILING TO THE ADDRESS OF THE CERTIFICATE HOLDER.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

APPROVED AS TO FORM:

JENNIFER McGRATH, City Attorney

2/3/05

E-3.6

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

E-3.7

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

02/03/2005

**THE BRENNAN COMPANY**  
**18351 BEACH BLVD #F**  
**HUNTINGTON BEACH, CALIF 92648**

### INSURERS AFFORDING COVERAGE

**AESCO TECHNOLOGIES, INC.**  
18548 BEACH BLVD  
HUNTINGTON BEACH, CALIF 92648

**HISLOR E.**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) 1
					MED EXP (Any one person) 1
					PERSONAL & ADV INJURY 1
					GENERAL AGGREGATE 1
					PRODUCTS - COMPROP AGG 1
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) 1
					BODILY INJURY (Per person) 1
					BODILY INJURY (Per accident) 1
					PROPERTY DAMAGE (Per accident) 1
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT 1
					OTHER THAN AUTO ONLY: EA ACC - 1 AGG - 1
<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE 1
					AGGREGATE 1
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					WC STATUTORY LIMITS 1 OTHER 1
					E.L. EACH ACCIDENT 1
<b>OTHER</b> <b>PROFESSIONAL LIABILITY</b>	EDN5750772		7/9/04	7/9/05	E.L. DISEASE - EA EMPLOYEE 1
					E.L. DISEASE - POLICY LIMIT 1
					\$1,000,000.

$$E = 3.8$$

**CITY OF HUNTINGTON BEACH, ITS AGENTS, OFFICERS AND  
EMPLOYEES  
2000 MAIN STREET  
HUNTINGTON BEACH, CALIF 92648**

**AUTHORIZED REPRESENTATIVE**

HORIZONTAL REPRESENTATIVE  




E-39

# ATTACHMENT #2

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE  
CITY OF HUNTINGTON BEACH AND  
HARRINGTON GEOTECHNICAL ENGINEERING, INC. FOR  
ON-CALL TESTING AND INSPECTION SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "CITY", and HARRINGTON GEOTECHNICAL ENGINEERING, INC., a California corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY and CONSULTANT are parties to that certain agreement, dated February 2, 2004, entitled "Professional Services Contract Between the City of Huntington Beach and Harrington Geotechnical Engineering, Inc. for On-Call Testing and Inspection Services" which agreement shall hereinafter be referred to as the "Original Agreement," and

CITY and CONSULTANT wish to amend the Original Agreement to provide for the payment of additional compensation,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. ADDITIONAL COMPENSATION

Section 4 of the Original Agreement entitled "Compensation," is hereby amended to read as follows:

In consideration of the performance of the services described herein, City agrees to pay Consultant on a time and materials basis at the rates specified in Exhibit "B", an additional fee including all costs and expenses, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). The total amount of compensation is Six Hundred Thousand Dollars (\$600,000.00)

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

E-3.10

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on \_\_\_\_\_ 200\_\_.

HARRINGTON GEOTECHNICAL  
ENGINEERING, INC.,

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By: Don P. Harrington, Sr.  
Don P. Harrington, Sr.  
print name

ITS: (circle one) Chairman President Vice  
President

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

AND

By: Edith Harrington  
Edith Harrington  
print name

ITS: (circle one) Secretary/Chief Financial  
Officer/Asst. Secretary - Treasurer

APPROVED AS TO FORM:

[Signature] 2/3/05  
JWA City Attorney  
12/6/04  
KC 12/6/04

INITIATED AND APPROVED:

[Signature]  
Director of Public Works

REVIEWED AND APPROVED:

[Signature]  
City Administrator

E-3!!

DATE (MM/DD/YY)  
9/20/04

### INSURERS AFFORDING COVERAGE

INSURER E:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

7/30/04

E-3.12

Jason Carroll